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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT TACOMA
9

10 FRONTIER DOOR & CABINET INC., a
11 Washington limited liability company,

12 Plaintiff,

13 v.

14 FINISHING TOUCH MOULDING, INC.,
15 d/b/a FINISHING TOUCH MILLWORK, a
16 California corporation;

17 Defendant.

Case No.: 3:23-cv-05860

COMPLAINT

(Breach of Contract, Unjust Enrichment)

JURY TRIAL DEMANDED

18 COMES NOW Plaintiff, Frontier Door & Cabinet Inc. ("Plaintiff"), by and through
19 undersigned counsel, and hereby alleges as follows:

20 **PARTIES**

21 1.

22 Plaintiff is a Washington limited liability company duly authorized to conduct business
23 in Washington. Plaintiff is a door and cabinet manufacturing company.

24 ///

25 ///

26 ///

1 2.

2 At all material times, Defendant Finishing Touch Molding, Inc. d/b/a Finishing Touch
3 Millwork (“Defendant”) is and has been a California corporation. Defendant is a general
4 contractor located in Carlsbad, California and is duly licensed with the California Contractors
5 State License Board.

6 **VENUE AND JURISDICTION**

7 3.

8 Federal diversity jurisdiction exists pursuant to 28 U.S.C. § 1332, because Plaintiff is a
9 resident of a different state from Defendant and because the value of the matter in controversy
10 exceeds \$75,000.00. This court further has supplemental jurisdiction over Plaintiff’s Second
11 Claim for Relief by virtue of 28 U.S.C. §1367, as the claims are all part of the same case or
12 controversy and arise from the same nucleus of operative facts.

13 4.

14 Personal jurisdiction over Defendant exists because, as discussed below, this
15 controversy arises from Defendant’s contacts with Washington, specifically with Plaintiff, a
16 Washington corporation, and a Washington contract performed by Plaintiff in Washington for
17 the benefit of Defendant. As discussed herein, Defendant engaged Plaintiff to construct no less
18 than 1,198 storage cabinets, which Plaintiff performed in Washington at its facility in Tacoma,
19 Washington, and shipped to Defendant in California. Plaintiff’s performance was in fulfillment
20 of the contract it had with Defendant, and was conditioned upon Defendant’s contractual
21 agreement to pay Plaintiff for the costs that Plaintiff invoiced. Defendant made substantial
22 payments to Plaintiff in Washington, but then stopped and refused to tender the fully amount
23 owed under the contract, thus precipitating this action.

24 ///

25 ///

26 ///

1 5.

2 Venue in this district is proper pursuant to 28 U.S.C. § 1391 because a substantial part
3 of the actions on which the claim is based occurred in the Western District of Washington in
4 Tacoma.

5 **FACTS**

6 6.

7 In September 2021, Defendant was serving as the general contractor for a construction
8 project known as the Ingraham Apartments (“Project”), at the property commonly known as
9 1218-1230 W. Ingraham Street, Los Angeles, CA 90017 (“Property”). In conjunction with the
10 Project, Defendant sought the construction of certain cabinets.

11 7.

12 Effective September 20, 2021, Plaintiff and Defendant entered into a Purchase Order
13 Agreement (“Contract”) whereby Plaintiff agreed to provide 1,198 cabinets to Defendant, in
14 accordance with the specifications delineated therein (“Cabinets”). The Cabinets would then
15 be delivered to Defendant at the Property in 2022. In consideration, Defendant agreed to pay
16 Plaintiff the sum of \$227,179.65. A copy of the Contract is attached hereto as Exhibit “A.”

17 8.

18 In the Contract, Defendant agreed to the payment schedule contained therein. The
19 Contract states that Plaintiff’s invoices would be due within thirty (30) days after Defendant’s
20 receipt of the same. The Contract further states that the balance owed on the Contract would
21 be invoiced upon delivery of the Cabinets. Defendant agreed to pay Plaintiff in accordance
22 with the Contract terms.

23 9.

24 The Contract states that Plaintiff “reserves the right to pursue legal remedy for any past
25 due balances” and that “[a]ny associated fees will be included with the past due balance.”

26 ///

10.

After entering into the Contract, Plaintiff and Defendant entered into a total of three change orders ("Change Orders"). The third and final change order established that the new contract sum would be \$369,612.41, and that the total owed by Defendant under the Agreement would be \$404,725.59, which included the corresponding local sales tax of \$35,113.18 ("Final Change Order"). A copy of the Final Change Order is attached hereto as Exhibit "B." Collectively, the Contract and Change Orders are referred to below as the "Agreement."

11.

Under the Agreement, past due invoices would accrue interest at the rate of 2% per month.

12.

Plaintiff constructed and delivered the Cabinets to Defendant's desired location at the Property by no later than March 21, 2022.

13.

Defendant has received and retained the Cabinets in full.

14.

Plaintiff has fully performed under the Agreement.

15.

Defendant failed to pay the balance when due, thirty days after receipt of Plaintiff's final invoice upon delivering the Cabinets. The principal owed under the Agreement is \$232,925.22.

16.

Defendant has made no payments to Plaintiff under the Agreement since May 2022.

17.

Pursuant to the Agreement, the total owing as of September 21, 2023 (with application of the 2% interest rate up to that date) is \$306,530.20.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

18.

Plaintiff hereby incorporates all preceding paragraphs by reference.

19.

The Agreement was offered by Plaintiff, accepted by Defendant, contains sufficient consideration, and therefore, constitutes a valid and enforceable contract.

20.

Plaintiff has fully performed under the Agreement, having delivered the Cabinets to Defendant in March 2022 at the job site listed in the Agreement.

21.

Under the Agreement, the balance due on the Agreement was due and owing thirty days after receiving Plaintiff's final invoice, issued after delivery of the Cabinets.

22.

On or around March 23, 2022, Plaintiff completed delivery of the Cabinets. Since that time, Defendant has received and retained the Cabinets.

23.

Under the Agreement, Defendant owes Plaintiff the principal sum of \$232,925.22.

24.

Defendant refuses to pay the \$232,925.22 principal balance owed to Plaintiff.

25.

Defendant's failure to pay the \$232,925.22 principal sum when due constitutes a breach.

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26.

As a result of Defendant's nonpayment, the unpaid balance has accrued interest at the contractual rate of two percent (2%) per month. The total interest accrued as of September 21, 2023 is \$73,604.99 which continues to accrue until paid in full.

27.

Plaintiff has been damaged in an amount to be proven at trial but no less than \$306,530.20, plus continuing interest at the contractual rate.

28.

Under the Agreement, Plaintiff is entitled to an additional award in the amount of its reasonable attorneys' fees incurred herein.

SECOND CLAIM FOR RELIEF

(Unjust Enrichment – in the alternative)

29.

Plaintiff hereby incorporates all preceding paragraphs by reference.

30.

Plaintiff conferred a benefit on Defendant by delivering the Cabinets to Defendant at the Property.

31.

Defendant is aware that it received this benefit, having received and retained the Cabinets.

32.

Under the circumstances, it is appropriate for Defendant to pay Plaintiff for the Cabinets in order to prevent Defendant's unjust enrichment.

33.

Defendant has been unjustly enriched in an amount to be proven at trial but not less than \$306,530.20.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

- 1) On the First Claim for Relief for breach of contract, for judgment against Defendant and an award of damages in an amount to be proven at trial but not less than \$306,530.20;
- 2) On the Second Claim for Relief for unjust enrichment, as an alternate theory of recovery, for judgment against Defendant and an award of damages in an amount to be proven at trial but not less than \$306,530.20;
- 3) Pre-judgment interest at the rate of 24% per annum;
- 4) Post-judgment interest at the rate of 24% per annum;
- 5) Plaintiff's costs and disbursements; and
- 6) Such other and further relief that the Court may deem just and proper.

DATED this 20th day of September 2023.

IMMIX LAW GROUP PC

By /s/



Dayna J. Christian, WA Bar No. 32459
Immix Law Group PC
400 Winslow Way E, Suite 210
Bainbridge Island, WA 98110
Phone: (206) 492-7531
Fax: (503) 802-5351
E-Mail: dayna.christian@immixlaw.com

Attorneys for Plaintiff

EXHIBIT A



PURCHASE ORDER

11721 Steele Street South, Tacoma, Wa 98144

206.768.2524

PROJECT: Ingraham Apartments
Location: 1230 W. Ingraham St., Los Angeles, CA 90017
General Contractor: Finishing Touch Millwork
Contact: Cecilia Godoy
Email: cecilia@ftmillwork.com
Per Plans Dated: Bid Set 2/5/2021
Per Specs Dated: Casework Construction and Hardware 4/14/2021

Bid #: 1858-3037-2021 R1
Job #: 7098
Date: 9/20/2021
Phone: 760-205-5438

Bid per cabinet delivery start: **March 2022**

Schedule changes may result in price increases or extended lead times due to capacity constraints.

An estimated 5% increase in material costs are expected within the next 6 months. Quote good for 30 days only at current pricing. Price is locked on approval of Contract.

RESIDENTIAL CABINETRY PROPOSAL

	Materials	Delivery (Live Offload by others)	Offloading, Stocking, and Installation (Non Union/Non Prevailing Wage)
121 UNITS (Add below for (2) common areas)	\$187,620.00	\$15,000.00	BY OTHERS, SUPPLY ONLY
Doors - Vertical Grain Slab Doors, Prism Thermofused Laminate Edgeband - Matching .018" Box - 3/4" TSCA IV Compliant White Melamine, Industrial Grade Particleboard Cores Interior Color - White Melamine (except at open finished interior cabinets) Cabinet Sides / Finished Ends - 3/4" Applied Finished Ends, matching faces Upper Cabinet Bottom Color - White Melamine Drawer Boxes - White Melamine Hinges - Salice Silentia 110 soft close Drawer Slides - Standard Side Mount full extension ball bearing, non-soft close Pulls - 96mm bar pull, brushed satin nickel finish KCMA Certified Manufacturer <i>European Style "Frameless" Construction with 8mm Dowels, full bottoms, front stretchers, 1/2" Backs + 1/2" Cleats, Adjustable Leg Levelers, and Color matched removable toe kicks.</i>		DELIVERY BY (5) 53' AIR RIDE TRAILERS	
Unit Cabinet Notes: <ul style="list-style-type: none"> - Kitchen Cabinets per design layouts - Vanity Cabinets not included because all vanity sinks are wall mounted - CW1/CW2 : Prism WF344 Queenston Oak or WF446 Charred Oak (tbd) - CW3/CW4 : Prism WF375 Diva - Finished Applied 3/4" End Panels @ upper/lower cabinets exposed ends - Finished Refrigerator End Panels, 24"d - Internal Hood Vent covers (16"w x 10"d standard, matching interior finish) - Dishwasher End Panels - 42"h upper cabinets - 24"d refrigerator upper cabinets - Bid Per Attached Unit Counts, Plans, and Elevations			

General Layout Notes: <ul style="list-style-type: none"> - Pricing includes engineered drafting submittal and one round of revisions prior to ordering. Any major layout changes may incur additional cost. - Cabinets bid in 1" increments, custom sizing may incur additional charges - 1" minimum space recommended between top of uppers/bottom of soffit/ceiling to account for deviations in floor and ceiling level - Blind corner base and/or upper cabinets at corner conditions not included. All currently bid as false spaces under countertops. Open space at upper cabinet corners do not include a "fill in" panel at the top or bottom - Floating vanities or cabinets require solid wood backing or additional bracing to support the countertop weight. Max weight capacity when properly installed is 30 lbs./sq. Ft. - All onsite layout verification by the General Contractor, no onsite consultations included in pricing. - Deliveries include 4 hours for onsite unload, any additional time or onsite storage may incur extra fees - Includes full truckload deliveries - Any damage or deficiencies to be reported within 48 hours of delivery to jobsite - Standard material lead times are 12 weeks after final approval of colors/hardware - Final approved drafting required 6 weeks prior to scheduled delivery 	
Exclusions: <ul style="list-style-type: none"> - AWI QCP Certification - Peel coat removal (on select materials, by GC at final clean) - Grain Matching - Flush Fillers - Light Valance - Any Built-in Shelving - Millwork/Finish Carpentry Scope - Closets - Medicine Cabinets - Corner Cabinets/Hardware, bid as void space - Crown Moulding - Soffit Trim - Scribe Moulding - Countertops, Sub tops - Metal Supports, Caulking or Wall Backing of Any Kind - Dovetail Drawers - Corbels - Magnetic Door Catches - Under Sink Storage - Waste Bins - False Front Tip Out Tray - Notched or Mortised handles - Caulking or painting - Amenity/Common Area casework, wall paneling, etc. unless noted in proposal - Offsite Mockup - Outdoor Casework - Cabinet Protection After Install - Finished Back Panels on Islands - Soft Close/Self Close drawer hardware 	

<u>ADD</u>	ADD for following (2) Common Rooms: Community Room 100 & Community Lounge 701 Materials: Prism Diva WF375 Hardware: same as above	\$4,850.00	ADD
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Material	\$192,470.00
Delivery by (5) 53' Air Ride Trailers (Live offload by others). Includes 4 hours of standby time	\$15,000.00
Offloading, Stocking, and Installation	SUPPLY ONLY
Total	\$207,470.00
Local Sales Tax (Los Angeles, CA) 9.5%	\$19,709.65
GRAND TOTAL	\$227,179.65

\$3,000 per additional trailer

No Bonding or any additional fees or taxes included.

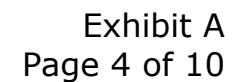
Also included is Security 108 - Shelves - PL-Wilsonart Asian Night 7949k-18 Linearity Finish

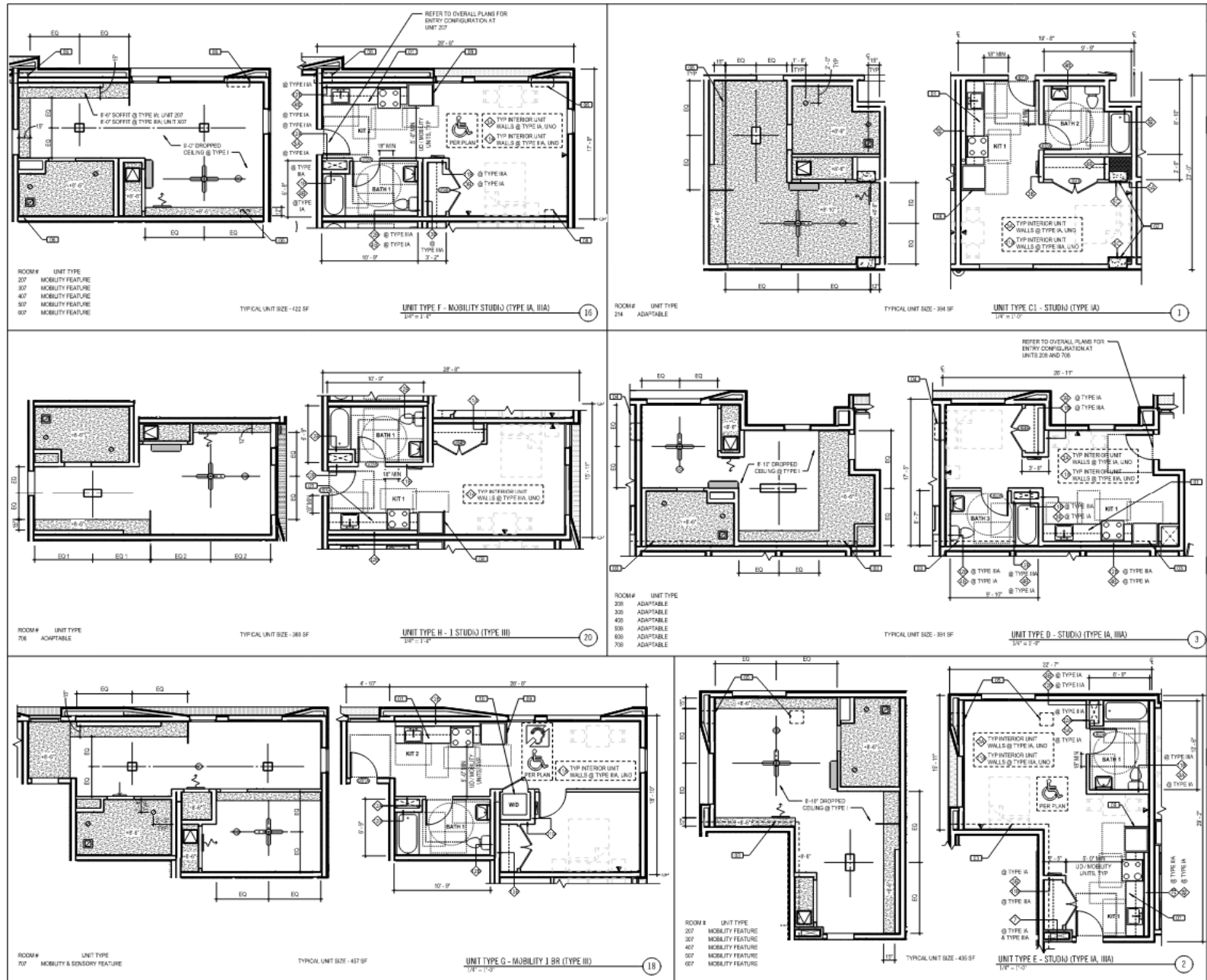
PLAN DETAIL PAGES

UNIT MATRIX

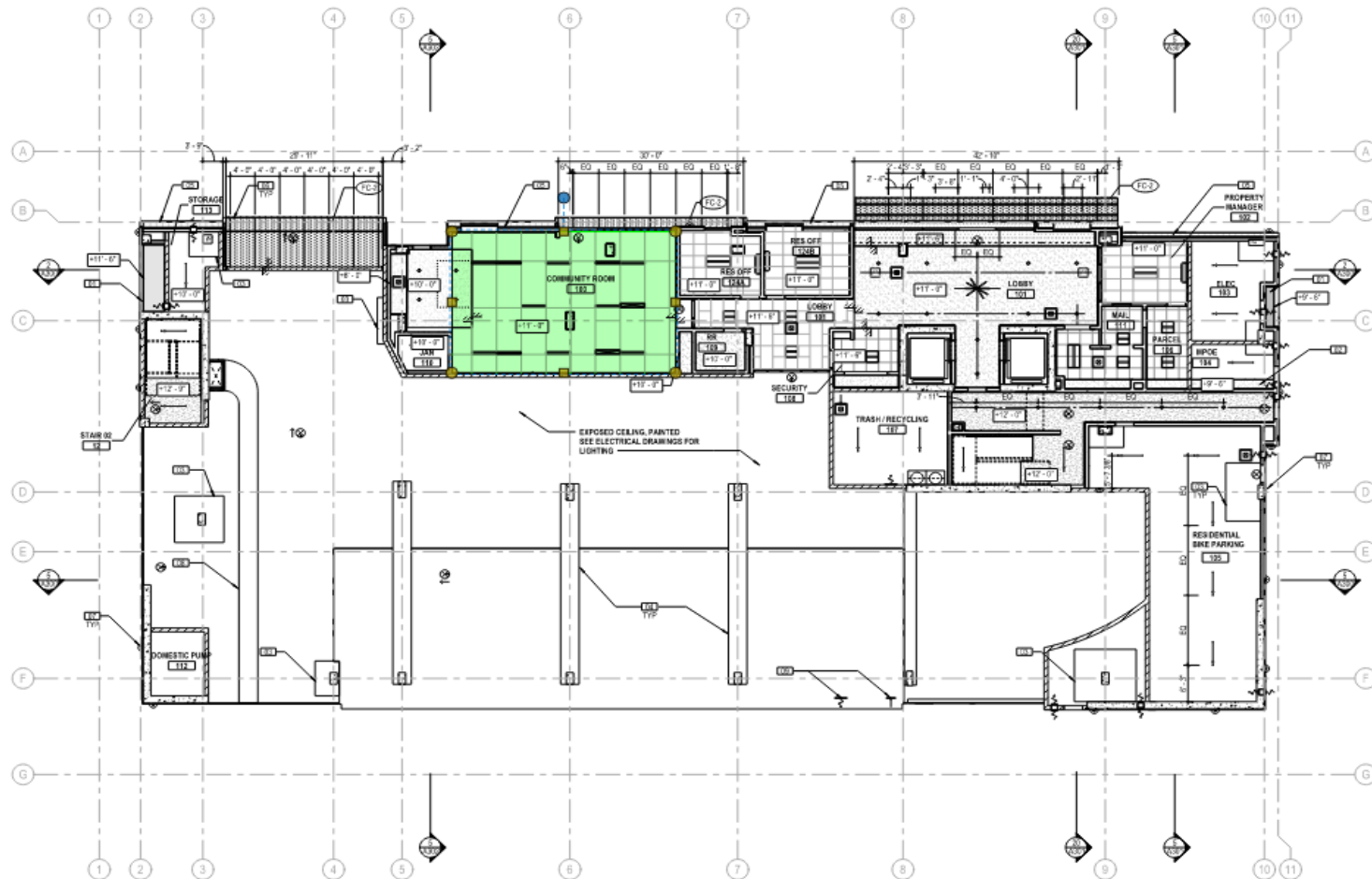
FLOORS	UNIT TYPES												
	UNIT A	UNIT A1	UNIT A2	UNIT A3	UNIT B	UNIT C	UNIT C1	UNIT D	UNIT E	UNIT F	UNIT G	UNIT H	
2	7	1	5	1	1	1	1	1	1	1			20
3	7	1	5	1	1	4		1	1	1			22
4	7	1	5	1	1	4		1	1	1			22
5	7	1	5	1	1	4		1	1	1			22
6	7	1	5	1	1	4		1	1	1			22
7	3		5	1				1	1		1	1	13
TOTALS	38	5	30	6	5	17	1	6	6	5	1	1	121

FLOORS	COMMON AREA			
	COMMUNI TY ROOM 100	COMMUNI TY LOUNGE 701		
1	1			1
2				
3				0
4				0
5				0
6				0
7		1		1
TOTALS	1	1	2	

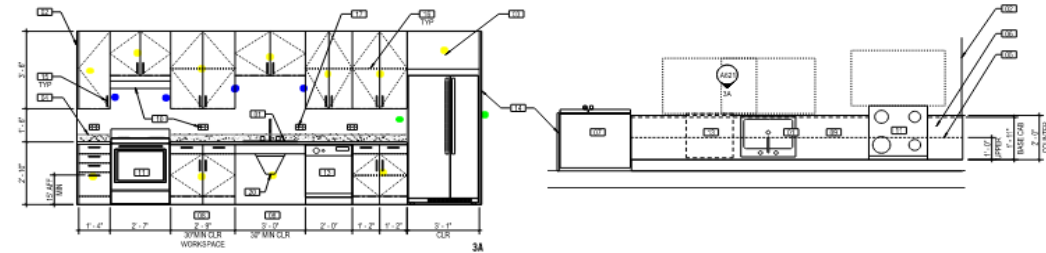




UNIT KITCHEN APPLIANCE SCHEDULE					
SKA	ACCESSORY	MANUFACTURER	MODEL	FINISH	COMMENT
1	REFRIGERATOR / FREEZER	FRIGIDAIRE	FFRT1012S	STAINL ESSL	TOP FREEZER FRC
2	RANGE / ADAPTABLE UNIT	FRIGIDAIRE	FFFRF030S	STAINL ESSL	FRONT-LOADING
3	RANGE / MOBILITY / 120 VOLT	FRIGIDAIRE	FFFRH030S	STAINL ESSL	FRONT-LOADING
4	HOOD	AIR KING	ES3090NDA	STAINL ESSL	UNDER-CABINET RA
5	MICROWAVE	FRIGIDAIRE	FFRM0301	STAINL ESSL	COUNTERTOP
6	WASHER & DRYER COMBO	LG	EW6000MVA	STAINL ESSL	DALY 12-MGR UNIT

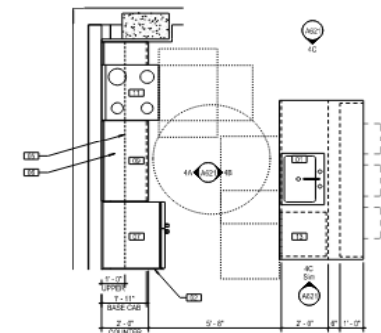
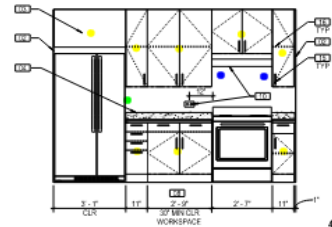
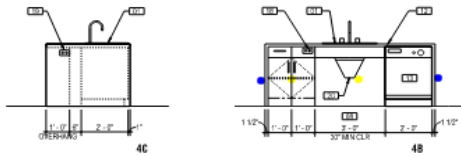


REACHABLE STORAGE CALCULATIONS		
LEGEND	FIXED SHELVES	SURFACE AREA
NON-REACHABLE	11" X 18" X 1 SHELVES	= 176 SQIN
	11" X 31" X 1 SHELF	= 341 SQIN
	11" X 31" X 2 SHELF	= 341 SQIN
	11" X 36" X 1 SHELF	= 396 SQIN
	11" X 36" X 2 SHELF	= 396 SQIN
	11" X 14" X 2 SHELF	= 308 SQIN
TOTAL		= 2462 SQIN
REACHABLE	27" X 14" X 4 SHELVES	= 1472 SQIN
	27" X 14" X 1 SHELF	= 333 SQIN
TOTAL		= 3683 SQIN
TOTAL		5945 SQIN
REACHABLE %		61.97%

KITCHEN TYPE 3 - COMMUNITY LOUNGE (RM 701)
10' - 11"

2

REACHABLE STORAGE CALCULATIONS		
LEGEND	FIXED SHELVES	SURFACE AREA
NON-REACHABLE	11" X 11" X 2 SHELF	= 242 SQIN
	11" X 31" X 1 SHELF	= 341 SQIN
	11" X 31" X 2 SHELF	= 341 SQIN
	27" X 31" X 1 SHELF	= 793 SQIN
	27" X 11" X 1 SHELF	= 297 SQIN
	27" X 12" X 2 SHELF	= 594 SQIN
TOTAL		= 2518 SQIN
REACHABLE	27" X 11" X 4 SHELVES	= 1012 SQIN
	27" X 31" X 1 SHELF	= 793 SQIN
TOTAL		= 3603 SQIN
TOTAL		5921 SQIN
REACHABLE %		60.8%

KITCHEN TYPE 4 - COMMUNITY ROOM (RM 100)
10' - 11"

3

COMMON KITCHEN FIXTURE SCHEDULE				
CKF	ACCESSORY	MANUFACTURER	MODEL	FINISH
1	SINK FAUCET	MOEN	7515-10111-0000	SS
2	SINK	MOEN	7515-10111-0000	SS

COMMON KITCHEN APPLIANCES SCHEDULE				
CKA	ACCESSORY	MANUFACTURER	MODEL	FINISH
1	REFRIGERATOR / FREEZER	FRIGIDAIRE	FFH2020SP	STAINLESS STEEL
2	RANGE	FRIGIDAIRE	FFH2020SP	STAINLESS STEEL
3	HOOD	FRIGIDAIRE	FFH2020SP	STAINLESS STEEL
4	MICROWAVE	FRIGIDAIRE	FFH2020SP	STAINLESS STEEL
5	DISHWASHER	FRIGIDAIRE	FFH2020SP	STAINLESS STEEL
6	WASTE DISPOSAL	FRIGIDAIRE	FFH2020SP	STAINLESS STEEL

TERMS AND CONDITIONS

Project Name: Ingraham Apartments
Site Address: 1230 W.Ingraham St, Los Angeles, CA 98017
Architect: KFA Los Angeles
Owner:
Customer Company: Finishing Touch Millwork
Customer Name: Cecilia Godoy
Bid Proposal Date: 9/20/2021
Bid Number: 1858-3037-2021 R1 **Job Number:** 7098
Purchase Order: **Date:** 10/8/2021

Frontier Door and Cabinet is referred to as "FDC" below

MATERIALS

All materials and hardware specifications are supplied per the attached bid proposal. Any modifications or changes are subject to review and approval by FDC.

All cabinet design and layouts are per the FDC submittal package based on the attached plan detail pages and quantities. Layouts may be modified to conform with material requirements, functional constraints, or design flaws. Final cabinet order is per returned approved FDC submittal drawings.

All cabinets are built to order per the approved submittals. No returns are accepted for credit without authorization from FDC.

Any material changes after receiving the submittal approval may incur additional costs and/or schedule delays.

Onsite or storage environment acceptable temperature range is between 60-90 degrees Fahrenheit (15.5-32 degrees Celsius) with relative humidity levels between 25-55% inclusive. Storage or installation in environments outside of these guidelines will void any warranty claims.

FDC Cabinets include a one year materials warranty and limited lifetime warranty on all hardware.

VERIFICATION

Customer is responsible for reviewing the cabinet submittal package and confirming it meets the as built conditions, accessibility requirements, any applicable local code requirements, or integrated pest management plans. Cabinets do not include any chalking or sealing of the cabinet interiors. (1) Drafting revision is included to incorporate any necessary layout changes per customer supplied redlines/notes.

Any design or layout changes may be subject to additional fees.

Final cabinet order cannot be released prior to written approval from customer.

All materials supplied per approved submittal. FDC will supply customer with (3) each samples of the specified material for final review and approval prior to production.

Material and Hardware lead times vary depending on market conditions. All material and hardware approvals must be received no less than 10 weeks prior to requested delivery date. If specified materials or hardware require an extended lead time FDC will notify the customer.

Production lead times can vary depending on market conditions and order volume. Final approved cabinet drawings must be received 6 weeks in advance of delivery date.

Onsite delivery schedule must be submitted on approval of Purchase Order. Any changes to delivery dates must be made no less than 20 business days prior and are subject to approval by FDC.

Frontier Door and Cabinet makes every effort to meet customer requested delivery dates. In the advent that delivery is outside the typical required lead-times, FDC will work to identify solutions to help meet the request.

Expediting may be available for additional fees. Expediting requests are subject to review and approval by FDC. Any additional fees require written approval prior from the customer prior to acceptance.

SHIPPING

Cabinets are shipped in full truck loads by Air Ride freight to jobsite.

Less than Truckload shipments (LTL) may be subject to extra fees. Freight costs are calculated for full loads.

Cabinets are labeled and wrapped in cardboard, loaded per cabinet, no pallet wrapping included. Trailers or containers are packed for optimal use of space.

All shipments include a Bill of Lading and/or product list for confirmation. Cabinet truck loads are confirmed at the FDC dock prior to departure. Customer will be notified immediately of any backorder or deficient items.

Any shipping damage must be reported immediately. No shipping damage claims will be accepted post offload.

FDC will work in good faith to remedy any reported damage or deficiencies in a timely manner. Damage and/or deficiency claims need to be submitted in writing to designated FDC representative within 24 hours of delivery to FDC. Transit time dependent on project location.

Live offload by others. Truck delivery includes 4 hours of onsite time. Any additional time may incur extra charges depending on freight carrier. No demurrage, off site storage, or layover is included.

Truck delivery windows are "AM" or "PM". Exact arrival times are a best estimate and may vary depending on traffic or weather conditions.

PAYMENT TERMS

Deposit on approval of Purchase Order	20%	\$45,435.93	broken up into (5) payments, (1) per shipment
Payment at Submittals	30%	\$68,153.90	
Balance payment at Delivery	50%	\$113,589.83	
TOTAL		\$227,179.65	

All payments are due net 30

Pricing does not include any additional local fees

Any past due balances are subject to 2% interest per month

Frontier Door and Cabinet reserves the right to pursue legal remedy for any past due balances. Any associated fees will be included with the past due balance. If account past due any open orders will be stopped immediately.

All new accounts require a new account/credit application be submitted prior to any sale.

SIGNATURE: *Cecilia Godoy*

Approval of this purchase order confirms you have authority to make fiduciary decisions

PRINT NAME: Cecilia Godoy

DATE: 10/12/21

This purchase order represents a binding agreement per the included project proposal, plan details pages, and terms and conditions. No other specifications or details are included unless explicitly listed in these purchase order documents.

Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to Frontier Door and Cabinet, Inc. hereunder), when and to the extent such failure or delay is caused by or results from acts beyond Frontier Door and Cabinet, Inc.'s control, including, without limitation, the following force majeure events ("Force Majeure Events") (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. Frontier Door and Cabinet, Inc. shall give notice within occurrence is expected to continue. Frontier Door and Cabinet, Inc. shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized. Frontier Door and Cabinet, Inc. shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that Frontier Door and Cabinet, Inc.'s failure to delay remains uncured for a period of thirty (30) days following written notice given by it under this paragraph, Frontier Door and Door, may there after terminate this Agreement upon thirty (30) days written notice.

EXHIBIT B

FINISHING TOUCH MILLWORK

SUBCONTRACTOR CO #3

F T M I L L W O R K . C O M

6190 Corte Del Cedro | Phone (760) 444-1019
Carlsbad, CA 92011 | Fax (858) 777-0303

DATE	CHANGE ORDER#
03/28/22	220328-01
PREPARED BY	CO#
Cecilia Godoy	3

SUBMITTED TO Frontier	CONTACT Adam Carossino	PHONE (253) 433-6721	
ADDRESS 125 W Maple Ave Monrovia, CA 91016	JOB LOCATION 1055 West 7th Street Los Angeles, CA 90017	JOB NAME Ingraham Apartments	
<i>The following PCN has been prepared in accordance with our understanding of your requirements. Additional work will not commence without prior approval</i>			Amount
<i>Reason for Change :</i> Client direction, delete reffridgerator end panels and carcass above fridge.			
<i>Current Status :</i>			
<i>Effect on Schedule:</i>			
1) MODIFY: cabinets and fridge panels -Includes the following (approx. LF): (A) Common Area and Guest Units (121 Units) - Includes delete reffridgerator end panels and carcass above fridge.			<i>Credit</i> (\$23,699)
<i>Total Potential Change:</i>			(\$23,699)
<i>Shop Drawings</i>			INCLUDED
<i>Delivery</i>			INCLUDED
<i>Grand Total:</i>			(\$23,699)

General Terms and Conditions:

~~All work shall be constructed in accordance with W.I. standards for custom grade cabinetry~~

All items above are according to plans and specs dated 02-05-2020 & Addendum 1.

All Plastic Laminates included are assumed to be from standard color group, unless otherwise noted.

All work shall be done in single phase

Exclusions:

Same as original proposal

Original Contract Value	\$207,470.00
CO#1	\$78,000.00
CO#2	\$105,590.00
CO#3	- \$21,447.60
New Contract Value	\$369,612.41
Local Sales Tax (Los Angeles, CA) 9.5%	\$35,113.18
GRAND TOTAL	\$404,725.59

Payment Terms: Upon monthly completion

Terms & Specifications: We will honor this proposal for 30 days. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All jobs shall be fully covered with insurance. Past due accounts over 30 days accrue interest at a rate of 1.5% per month or 18% per annum. Subcontractor reserves the right to file a Mechanic's Lien against contracted property. If litigation or mediation is required to procure payment, reasonable attorney fees incurred by Subcontractor shall be paid by the Contractor or Owner of property. Issuance of a subcontract constitutes acceptance of terms and conditions herein.

Accepted By: Trevor Miller

Date: 3/30/22

Affiliations/Accreditations:



FTM-12-03 SDCA



**RFCO**

7098 Ingraham Apartments

RFCO**#4****Delete fridge panels and cabinet boxes**

Builder: Finishing Touch Millwork
Contact: Cecilia Godoy

Date: 3/21/2022
Written by: Adam C

DESCRIPTION:

Per returned submittals, delete refrigerator end panels, and cabinet carcass above fridge.

PLEASE ALLOW FOR PRODUCT LEAD TIME: WEEKS

1. LABOR ADD	\$ -
---------------------	-------------

	ST	OT	DT	COST
A. CREW	0.00	0.00	0.00	\$ -
B. FOREMAN	0.00	0.00	0.00	\$ -
LABOR ADD SUBTOTAL				\$ -
C. DIRECT SUPERVISION			2%	\$ -
D. SAFETY			5%	\$ -
E. SMALL TOOLS			5%	\$ -
DIRECT LABOR COSTS SUBTOTAL				\$ -

2. LABOR DEDUCT	\$ -
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	ST	OT	DT	
F. CREW	0.00	0.00	0.00	\$ -
G. FOREMAN	0.00	0.00	0.00	\$ -
LABOR DEDUCT SUBTOTAL				\$ -

3. MATERIAL	\$ (21,642.90)
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**RFCO**THIS WORK WILL CAUSE AN INCREASE IN SCHEDULE DURATION OF 0 WORKING DAYS**NOTES:**

- Prices Good For 30 Days.
- **Product cannot be ordered until RFCO for new products is approved.**
- Delayed processing of this change order after work is complete will incur interest and financing cost directly associated with this change. We reserve the right to update this change order to include those costs if ownership or GC delays in the issuing of or processing of billable change orders.

EXCLUSIONS:

- WSST

9.50%

Sub Total	\$ (21,642.90)
10% Sales Tax	\$ (2,056.08)
Total	\$ (23,698.98)